

Amendment # 1 ASA8-8-1 - 10164

This is an Amendment to the contract **QPA10164** entered into by and between **Department of Administration, Procurement Division** (hereinafter referred to as "State") and **Shoe Corporation of Birmingham** (hereinafter referred to as "Contractor") dated **8/15/2007**. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

A QPA was awarded to Goaltex Corporation, but vendor defaulted on the contract, therefore the items are being re-awarded to Shoe Corporation of Birmingham. See list below.

Line item 4 – 144 pr Women’s classic canvas slip-on cotton canvas upper with elastic gore. Rubber sole with cushioned insole. Colorfast & washable. Good quality with good support. No irregulars/ seconds. Colors – black, white, and navy. Size 5 – 10 @ \$3.20 pr

Line item 5 – 1,392 pr Women’s classic canvas tie, cotton canvas upper w/laces. Tough wearing rubber sole, cushioned insole, colorfast, washable. Good quality & support. No irregulars or seconds. Colors – black, white & navy, size 5 -10 @ \$3.20 pr.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

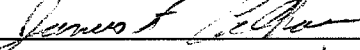
The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

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In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

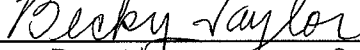
Contractor:

(Where Applicable)

Signature: 
Printed Name: JAMES S GILMAN
Title: PRESIDENT
Date: 9-12-07

Attested By: _____

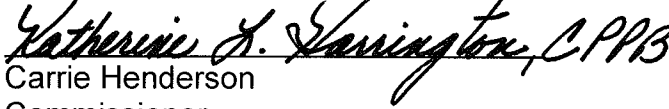
State of Indiana Agency:

Signature: 
Printed Name: BECKY TAYLOR
Title: Procurement Admin.
Date: 9/17/07

Indiana Office of Technology

Department of Administration


Gerry Weaver
Chief Information Officer



Carrie Henderson
Commissioner

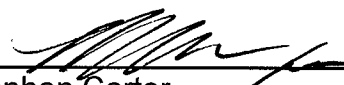
Date: _____

Date: 09-18-07

State Budget Agency

Office of the Attorney General


Christopher A Ruhl
Director


Stephen Carter
Attorney General

Date: _____

Date: 10-11-07